

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unison Industries LLC		12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Honeywell International Inc.		
Street Address:	101 Columbia Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07962		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3101556	AVIATION SPARK PLUGS IT'S TIME TO CHANGE YOUR PLUGS BY UNISON	
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS	
CORRESPONDENCE DATA			
Fax Number:	(973)455-5904		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9734555686		
Email:	trademarks@honeywell.com		
Correspondent Name:	Honeywell International Inc.		
Address Line 1:	101 Columbia Road		
Address Line 4:	Morristown, NEW JERSEY 07962		
ATTORNEY DOCKET NUMBER:	HLD 071946		
NAME OF SUBMITTER:	Susan R. Giniger		
Signature:	/susan.giniger/		

CH \$65.00 3101556

900155342

TRADEMARK
REEL: 004153 FRAME: 0818

Date:

02/23/2010

Total Attachments: 2

source=Unison Industries Trademark Assignment to HII#page1.tif

source=Unison Industries Trademark Assignment to HII#page2.tif

EXHIBIT A

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of December 31, 2009 by and between Unison Industries, LLC, a limited liability company of the state of Delaware, U.S.A., having an office located at 7575 Baymeadows Way, Jacksonville, FL 32256 ("Assignor") and Honeywell International Inc., a corporation of the state of Delaware, U.S.A., having offices located at 101 Columbia Road, Morristown, NJ 07962, acting through its division Honeywell Intellectual Property International, located at 1140 West Warner Road, Tempe, Arizona 85284 (collectively "Assignee").

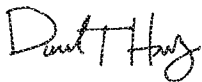
NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following: (a) Assignor's entire right, title and interest in and to the trademarks and service marks listed on Schedule A (the "Trademarks") in the United States, its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with the goodwill of the business(es) carried on in connection with such Trademarks; and (b) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and (c) any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to any and all Trademarks, including without limitation, the right to recover for past, present or future infringements of such Trademarks; and (d) all rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

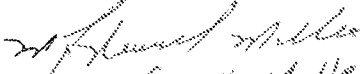
2. If any term or provision of this Assignment is adjudged invalid or unenforceable, in whole or in part, or as applied to any circumstance, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement. Nothing in this Agreement shall confer any rights upon any person or entity other than Assignor and Assignee and each such party's respective successors and permitted assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

Unison Industries, LLC

By: 
Name: Daniel J. Hendy
Title: General Counsel

Honeywell International Inc.

By: 
Name: Mary Newell-Miller
Title: V.P., Licensing

SCHEDULE A

TRADEMARKS/SERVICE MARKS

Trademark Registrations	Goods / Services	Country	Application No.	Registration No.	Registration Date
AVIATION SPARK PLUGS IT'S TIME TO CHANGE YOUR PLUGS BY UNISON & design	IC 007 – Automotive spark plugs; aviation spark plugs	USA	78323375	3101556	6-Jun-06



IT'S TIME TO CHANGE YOUR PLUGS	IC 007 – Automotive spark plugs, aviation spark plugs	USA	78207892	2872786	10-Aug-04
---------------------------------------	-------------------------------------------------------	-----	----------	---------	-----------

Common Law Trademark Rights
AUTOLITE ANNIE

IT'S TIME TO CHANGE YOUR PLUGS